



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 9
550 MAIN ST
RM 3003
CINCINNATI, OH 45202-3271

Agency Website: www.nlrb.gov
Telephone: (513)684-3686
Fax: (513)684-3946

November 17, 2016

James D. Monahan II
625 County Road 3374
Loudonville, OH 44842-9539

Re: CTS CONSTRUCTION, INC.
Case 09-RD-187368

Dear Mr. Monahan:

The above-captioned case, petitioning for an investigation and determination of representative under Section 9(c) of the National Labor Relations Act, has been carefully investigated and considered.

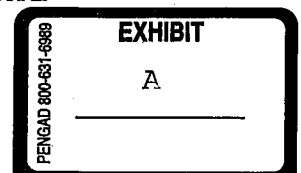
Decision to Dismiss: As a result of the investigation, I find that further proceedings are unwarranted. The investigation disclosed that the Union and Employer entered into a settlement agreement in Cases 09-CA-175155, et al., approved by the undersigned on September 23, 2016. In relevant part, the Settlement Agreement requires the Employer to post a remedial Notice to Employees for a period of 60 days, and, upon request, bargain with the Union for a minimum of 18 hours per month until the parties reach agreement or a lawful impasse. The Employer signed and posted the Notice on October 4, 2016. The parties' first bargaining session after approval of the settlement agreement was scheduled for October 25, 2016. The petition in this matter was filed on November 1, 2016.

The Board has held that, where an employer has entered into a settlement agreement requiring it to bargain with a union, the parties must be afforded a reasonable period of time in which to bargain for a contract and that any decertification petition filed after the execution and approval of the settlement agreement and within that reasonable period of time must be dismissed. *Truserv Corporation*, 349 NLRB 227 (2007). Here, the petition was filed after the execution and approval of the settlement agreement, within the 60-day Notice posting period, and just 7 days after the scheduled date for the parties' first post-settlement negotiating session. Thus, the parties have not been afforded a reasonable period of time to bargain.

Accordingly, I am dismissing the petition in this matter.

Right to Request Review: Pursuant to Section 102.67 of the National Labor Relations Board's Rules and Regulations, you may obtain a review of this action by filing a request with the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001. The request for review must contain a complete statement of the facts and reasons on which it is based.

Procedures for Filing Request for Review: A request for review must be received by the Executive Secretary of the Board in Washington, DC, by close of business (5 p.m. Eastern



November 17, 2016

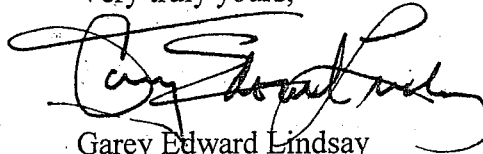
Time) on December 1, 2016, unless filed electronically. If filed electronically, it will be considered timely if the transmission of the entire document through the Agency's website is accomplished by no later than 11:59 p.m. Eastern Time on December 1, 2016.

Consistent with the Agency's E-Government initiative, parties are encouraged, but not required, to file a request for review electronically. Section 102.114 of the Board's Rules do not permit a request for review to be filed by facsimile transmission. A copy of the request for review must be served on each of the other parties to the proceeding, as well as on the undersigned, in accordance with the requirements of the Board's Rules and Regulations.

Filing a request for review electronically may be accomplished by using the Efiling system on the Agency's website at www.nlr.gov. Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt of the request for review rests exclusively with the sender. A failure to timely file the request for review will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off line or unavailable for some other reason, absent a determination of technical failure of the site, with notice of such posted on the website.

Upon good cause shown, the Board may grant special permission for a longer period within which to file a request for review. A request for extension of time, which may also be filed electronically, should be submitted to the Executive Secretary in Washington, and a copy of such request for extension of time should be submitted to the Regional Director and to each of the other parties to this proceeding. A request for an extension of time must include a statement that a copy has been served on the Regional Director and on each of the other parties to this proceeding in the same manner or a faster manner as that utilized in filing the request with the Board.

Very truly yours,



Garey Edward Lindsay
Regional Director

cc: Office of the Executive Secretary (by e-mail)

Dan Frazier, President, Communication Workers of America, AFL-CIO, (CWA),
Local 4322, 5030 Linden Avenue, Dayton, OH 45432

Matthew R. Harris, District Counsel, Communications Workers of America, AFL-CIO,
20525 Center Ridge Road, Room 700, Cleveland, OH 44116

Rick Setzer, President, CTS Construction, Inc., 6661 Corporate Dr.,
Cincinnati, OH 45242

Jeffrey A. Mullins, Attorney at Law, Taft Stettinius & Hollister LLP,
40 N Main St., Ste 1700, Dayton, OH 45423-1029

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

CTS CONSTRUCTION, INC.

Cases 09-CA-175155, 09-CA-177652
09-CA-177660, 09-CA-177687
09-CA-182889

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in conspicuous places at its facility at 6661 Corporate Drive, Cincinnati, Ohio 45242 and any other locations where Charged Party typically posts notices to employees. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

MAILING OF NOTICES — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notices to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then also copy and mail, at its own expense, a copy of the attached Notice to all current or former employees who were employed at any time since February 28, 2016. Those Notices will be signed by a responsible official of the Charged Party and show the date of mailing. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

NON-ADMISSION: By entering into this Agreement the Charged Party does not admit to any violation of the Act.

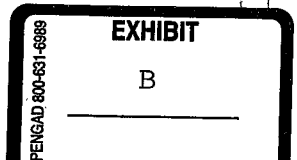
SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act; the Regional Director may approve the settlement agreement and decline to issue or reissue a complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will simultaneously served with a courtesy copy of these documents.

Yes /s/ JAM

No



PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party CTS CONSTRUCTION, INC.		Charging Party Communications Workers of America, Local 4322, AFL-CIO-CLC	
By: Name and Title	Date	By: Name and Title	Date
/s/ Jeffrey A. Mullins, Attorney Jeffrey Mullins, Attorney at Law Charged Party	9/15/2016	/s/ Matthew Harris CWA D4 Counsel Matthew Harris Attorney at Law Charging Party	9/15/2016
Recommended By:	Date	Approved By:	Date
/s/ Kevin P. Luken Kevin P. Luken Field Attorney	9/23/2016	/s/ Garey Edward Lindsay Regional Director, Region 9	9/23/2016



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

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550 MAIN ST
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CINCINNATI, OH 45202-3271

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Telephone: (513)684-3686
Fax: (513)684-3946

September 8, 2016

Douglas C. Anspach Jr., Attorney
Taft Stettinius & Hollister LLP
40 N Main St., Ste 1700
Dayton, OH 45423-1029

Billy Dick
PO Box 282
Bronston, KY 42518-0282

James Petroff, Attorney
Barkan Meizlish, LLP
250 E Broad St., Fl 10
Columbus, OH 43215-3708

Re: CTS CONSTRUCTION, INC.
Case 09-RD-174948

Gentlemen:

This is to advise you that the Petitioner's request to withdraw the petition in the above case has been approved. Please be further advised that the case is closed on our records.

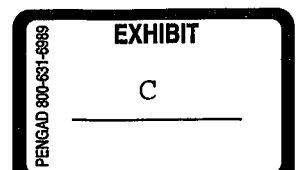
Very truly yours,

Garey Edward Lindsay
Regional Director

cc: Tim Ely, Vice President, CTS Construction, Inc., 3055 Crescentville Road
Cincinnati, OH 45235

Daniel D Frazier, President, Communications Workers of America,
Local 4322, AFL-CIO, CLC, 5030 Linden Ave., Dayton, OH 45432-1866

Craig Fisher, United States Postal Service, Cincinnati NDC,
20525 Center Ridge Road, Suite 700, Cleveland, OH 44116



CERTIFICATION OF COMPLIANCE
(PART TWO)

RE: CTS CONSTRUCTION, INC.
Cases 09-CA-175155, et al.

Bargaining

On (date) September 8, 2016, the Union requested bargaining as provided for in the Settlement and referenced in the Notice to Employees; and

On (date) October 1, 2016, the parties agreed to meet on (dates) October 25th and 27th, 2016, for bargaining.

Periodically provide the Region with written updates on the progress of negotiations.

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGED PARTY/RESPONDENT

By:

Jaetta McQuinn

Title:

VP H.R.

Date:

10/25/16

This form should be returned to the Compliance Officer. If the Certification of Compliance form Part Two and signed Notices are returned via e-file or e-mail, no hard copy of the Certification of Compliance Part Two are required.

*See Attached emails between CWA and CTS which confirm that these two dates will satisfy the bargaining requirements of the Settlement Agreement for October of 2016.

